

DECISION AND ORDER RE MOTION TO DISMISS AND MOTION FOR MORE DEFINITE STATEMENT

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and Urban Development (“HUD”). Plaintiff filed a complaint on April 23, 2025. Compl. at 1 (Apr. 23, 2025). The Complaint alleges that Plaintiff, an attorney licensed to practice in Guam, entered into a real estate transaction with Glenn D. Wong (“Decedent”) during a period in which Plaintiff served as outside legal counsel to the Guam Housing and Urban Renewal Authority. *Id.* ¶¶ 3–5. According to the Complaint, HUD later issued a final administrative order on February 11, 2025, imposing a monetary penalty against Plaintiff arising from that transaction. *Id.* ¶ 9. Plaintiff seeks to recover from Defendant a proportionate share of that penalty through claims styled as equitable contribution, apportionment based on comparative fault, and equitable indemnity. *Id.* ¶¶ 13–24; *id.* at 5.

On July 11, 2025, Defendant filed a Motion to Dismiss or, Alternatively, Motion for More Definite Statement. Def.’s Mots. at 1 (July 11, 2025). Plaintiff opposed on August 6, 2025. Opp’n at 1 (Aug. 6, 2025). Plaintiff also requests leave to amend the Complaint in the event the Court determines that any pleading deficiency exists. *Id.* at 4. Defendant thereafter replied on August 22, 2025. *Reply* at 1 (Aug. 22, 2025). The Court held a hearing on Defendant’s Motions on December 16, 2025, and took the matter under advisement.

DISCUSSION

I. Subject Matter Jurisdiction

Defendant argues the Superior Court lacks subject matter jurisdiction because Plaintiff’s claim is an untimely claim against a decedent’s estate that is forever barred under Guam probate law. Def.’s Mots. at 3. Defendant contends that 15 Guam Code Annotated (“GCA”) § 2507 and § 2521 require all claims against an estate to be filed within sixty days of the first publication of the Notice to Creditors, which occurred on March 4, 2022, and Plaintiff instead filed this action on

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April 23, 2025—1,147 days late. *Id.* at 4. Because probate claim deadlines are jurisdictional, Defendant maintains that any claim not timely filed divests the court of authority to hear the matter. *Id.*

Plaintiff argues the court has subject matter jurisdiction because his lawsuit does not assert a probate “creditor claim,” but instead seeks equitable contribution, apportionment of fault, and indemnity arising from joint participation in a transaction that later resulted in federal administrative penalties imposed solely on Plaintiff. Pl.’s Opp’n at 3. He contends the Probate Code’s sixty-day claim bar applies only to conventional debt or contract claims seeking direct recovery from estate assets, not to equitable claims that determine proportional responsibility among joint actors. *Id.* at 2.

A court must dismiss an action when it lacks subject matter jurisdiction. Guam R. Civ. P. 12(b)(1). Guam law precludes “[a]ll claims arising upon contract, whether they are due, not due, or contingent” unless such claims were presented “at the personal representative’s residence or place of business . . . within sixty (60) calendar days after the publication of the notice [to the creditors of the decedent].” *See* 15 GCA §§ 2503, 2521.

In this case, Plaintiff brings claims for equitable contribution, apportionment of liability based on comparative fault, and equitable indemnity against Defendant. *See* Compl. ¶¶ 13–24. Plaintiff does not allege, nor does Defendant assert, that these claims arise upon contract. Rather, Plaintiff seeks a judicial allocation of responsibility for administrative penalties imposed on Plaintiff based on alleged joint participation in a real estate transaction. Such claims are not “claims arising upon contract” and therefore need not be presented within the sixty-day statutory period to be viable. *See, e.g., Young v. Horizon W., Inc.*, 163 Cal. Rptr. 3d 704, 712 (Cal. Ct. App. 2013) (A

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claim for “equitable contribution arises not from contract but from equity.”); *Crowley Mar. Corp. v. Bos. Old Colony Ins. Co.*, 70 Cal. Rptr. 3d 605, 609 (Cal. Ct. App. 2008) (“[A]n equitable contribution claim does not arise from contract but from equity.”); *Jocer Enters., Inc. v. Price*, 107 Cal. Rptr. 3d 539, 551 (Cal. Ct. App. 2010) (“Traditional equitable indemnity is ‘rooted in principles of equity,’ and ‘requires no contractual relationship between an indemnitor and an indemnitee.’”) (citation omitted); *Rossmoor Sanitation, Inc. v. Pylon, Inc.*, 532 P.2d 97, 100 (Cal. Ct. App. 1975) (Indemnity “may arise from the equities of particular circumstances.”) (citation omitted). Accordingly, the Court finds that it has subject matter jurisdiction over this case, and Defendant’s Motion to Dismiss on this ground is **DENIED**.

II. Alternative Motion for More Definite Statement

Defendant argues that “the Complaint fails to show [Plaintiff] is entitled to the relief sought.” *See* Def.’s Mot. at 5. Specifically, Defendant contends that Plaintiff “fails to provide a copy of the Order¹ [for which] he seeks indemnification and fails to set forth the factual basis for how it is that the Decedent should be compelled to defend against his knowledge or lack of knowledge from the grave.” *Id.* In the alternative, Defendant “requests that the Court order that [Plaintiff] provide a more definitive statement, pursuant to Guam Rules of Civil Procedure, Rule 12(e).”

Under Guam Rules of Civil Procedure Rule 12(e), a more definite statement is appropriate where a pleading is so “vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading.” Guam R. Civ. P. 12(e); *see also White v. Madison Cnty., Ill.*, 2008 WL

¹ The Court notes that at the hearing on the Motions, Plaintiff stated on the record that he “can provide the [O]rder [issued by the HUD] to the Court and serve [Attorney Terlaje].” Min. Entry at 11:05:00 A.M. (Dec. 16, 2025). To date, the record reflects that Plaintiff has not filed anything with the Court following the hearing on the Motions.

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539230, at *3 (S.D. Ill. Feb. 26, 2008) (“[I]f the claim is unclear, the court should require a plaintiff to prepare a more definite statement under Rule 12(e) instead of ‘lavishing attention on the complaint until the plaintiff gets it just right.’”).

The Court agrees with Defendant that it is unclear from the face of the Complaint what specific administrative findings, legal determinations, or operative facts form the basis of Plaintiff’s asserted right to contribution, apportionment, or indemnity. Although the Complaint references a penalty imposed by HUD, it does not identify with clarity the precise nature of the proceedings, the findings made, whether the determination is final, or the manner in which the Decedent’s conduct allegedly gives rise to joint or comparative liability.

The Court notes that Defendant seeks dismissal on the ground that the Complaint fails to state a claim upon which relief can be granted. However, the deficiencies identified by Defendant—namely, the absence of supporting documentation, the lack of clarity regarding the underlying administrative order, and the failure to specify the factual basis linking the Decedent to the alleged liability—also render the pleading “vague and ambiguous.” *See* Guam R. Civ. P. 12(e). Accordingly, the Court finds it appropriate to grant the Motion for More Definite Statement instead of dismissing the case at this juncture. Defendant’s Motion for More Definite Statement is therefore **GRANTED**.

Plaintiff also requests leave to amend the Complaint. *See* Pl.’s Opp’n at 4. Since Defendant’s Motion for More Definite Statement is granted, Plaintiff necessarily must amend the Complaint. *See, e.g., Madak v. Nocco*, 2018 WL 6472337, at *2 (M.D. Fla. Dec. 10, 2018) (“When a motion for more definite statement is granted, the plaintiff is permitted to file an amended complaint that more clearly states his or her claims.”); *Porter v. GreenPoint Mortg. Funding, Inc.*,

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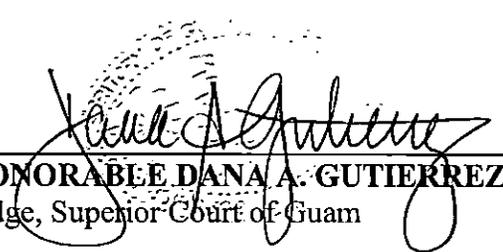
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2011 WL 6837703, at *1 n.5 (D. Md. Dec. 28, 2011) (“The court granted the defendants’ motion for a more definite statement and directed the Porters to amend their complaint.”). For that reason, the Court need not separately grant leave to amend, as the Court’s granting of the Motion for More Definite Statement provides Plaintiff with sufficient opportunity to clarify and supplement the allegations based on the deficiencies identified in this Decision and Order.

CONCLUSION

Accordingly, Defendant’s Motion to Dismiss is **DENIED**, and Defendant’s Motion for a More Definite Statement is **GRANTED**. Plaintiff shall file an amended complaint within thirty (30) days of this Decision and Order.

SO ORDERED this 12th day of March, 2026.


HONORABLE DANA A. GUTIERREZ
Judge, Superior Court of Guam